

BOOK 0097 PAGE 0433

AGREEMENT

WHEREAS, Trivest Corporation, a Mississippi corporation, hereinafter "Trivest" has entered into an Easement Agreement with David P. Halle, Jr., as Trustee for the Hal D. Crenshaw Irrevocable Trust for Wendy Burgin Crenshaw, Eleanor Davison Crenshaw and Lucia Lawrence Crenshaw, hereinafter "Crenshaw", and

WHEREAS, the Easement Agreement provides for an easement from Crenshaw to Trivest from Hacks Cross Road to a 33.83 acre tract owned by Trivest west of property owned by Crenshaw and being developed as Hacks Crossing Commercial Subdivision, and

WHEREAS, the easement is more particularly detailed on the attached plat, Exhibit "1", and

WHEREAS, the area identified in Exhibit "1" as "Parcel B", consisting of 0.33 acres, is also owned by Trivest, and

WHEREAS, Crenshaw has applied for final plat approval for Hacks Crossing Commercial Subdivision from the City of Olive Branch, Mississippi, and

WHEREAS, Trivest has agreed to improve and build the road to the satisfaction of the City Engineer over said "Parcel B" in the future, and

WHEREAS, as a term and condition of final plat approval of Hacks Crossing Commercial Subdivision the City has required that Trivest execute, at no cost to the City, a Road Right of Way Deed to "Parcel B" in favor of the City at this time and that Trivest, at the sole expense of Trivest, improve and build the road referred to hereinabove over "Parcel B" prior to the granting of any subdivision or development approval on the adjacent 33.83 acre tract owned by Trivest, and

WHEREAS, the legal description of the Trivest 33.83 acre tract is attached hereto as Exhibit "2".

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements, the parties agree as follows;

1. Trivest hereby agrees to execute a Road Right of Way Deed in favor of the City at this time to the area described in Exhibit "1" hereto as "Parcel B". The City shall not be required to make payment to Trivest for the Road Right of Way Deed.
2. Prior to and as a condition of approval of any subdivision or development on the 33.83 acre tract owned by Trivest to the west of "Parcel B" (Exhibit "2"), Trivest agrees, at the sole expense of Trivest, to improve and build a public road to the satisfaction of the City Engineer over "Parcel B".

STATE OF MISSISSIPPI - DESOTO CO.
FILED
FEB 5 3 58 PM '03

BK 97 PG 433
W.E. DAVIS CH. CLK.

3. This Agreement shall be recorded in the Land Records in the Office of the Chancery Clerk of DeSoto County, Mississippi and shall run with the land. Any subsequent owner of said property shall acquire ownership in the property (Exhibit "1" and Exhibit "2") subject to this Agreement and shall be fully responsible to the City and bound by the terms of this Agreement. Trivest agrees to provide a clause in any Deed recognizing the rights of the City under this Agreement and making the conveyance of said property subject hereto.

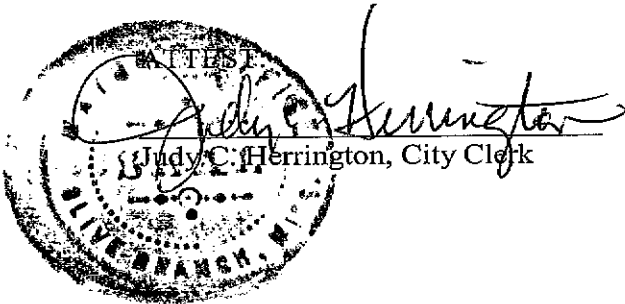
AGREED, this 30th day of Jan, 2003.

TRIVEST, INC.,
A Mississippi corporation

BY: Earl Warren
Earl Warren, President

CITY OF OLIVE BRANCH, MISSISSIPPI

BY: Samuel P. Rikard
Samuel P. Rikard, Mayor

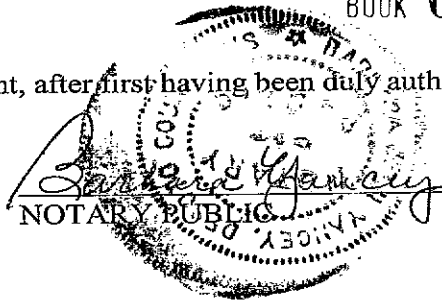


STATE OF MISSISSIPPI

COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 30th day of Jan, 2003, within my jurisdiction, the within named Earl Warren, who acknowledged that he is President of Trivest Corporation, a Mississippi Corporation, and that for and on behalf of the said corporation, and as its act and deed, he

executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 10, 2004
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

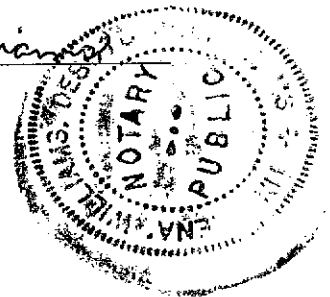
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 31st day of January, 2003, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rena Williams
NOTARY PUBLIC

My Commission Expires:

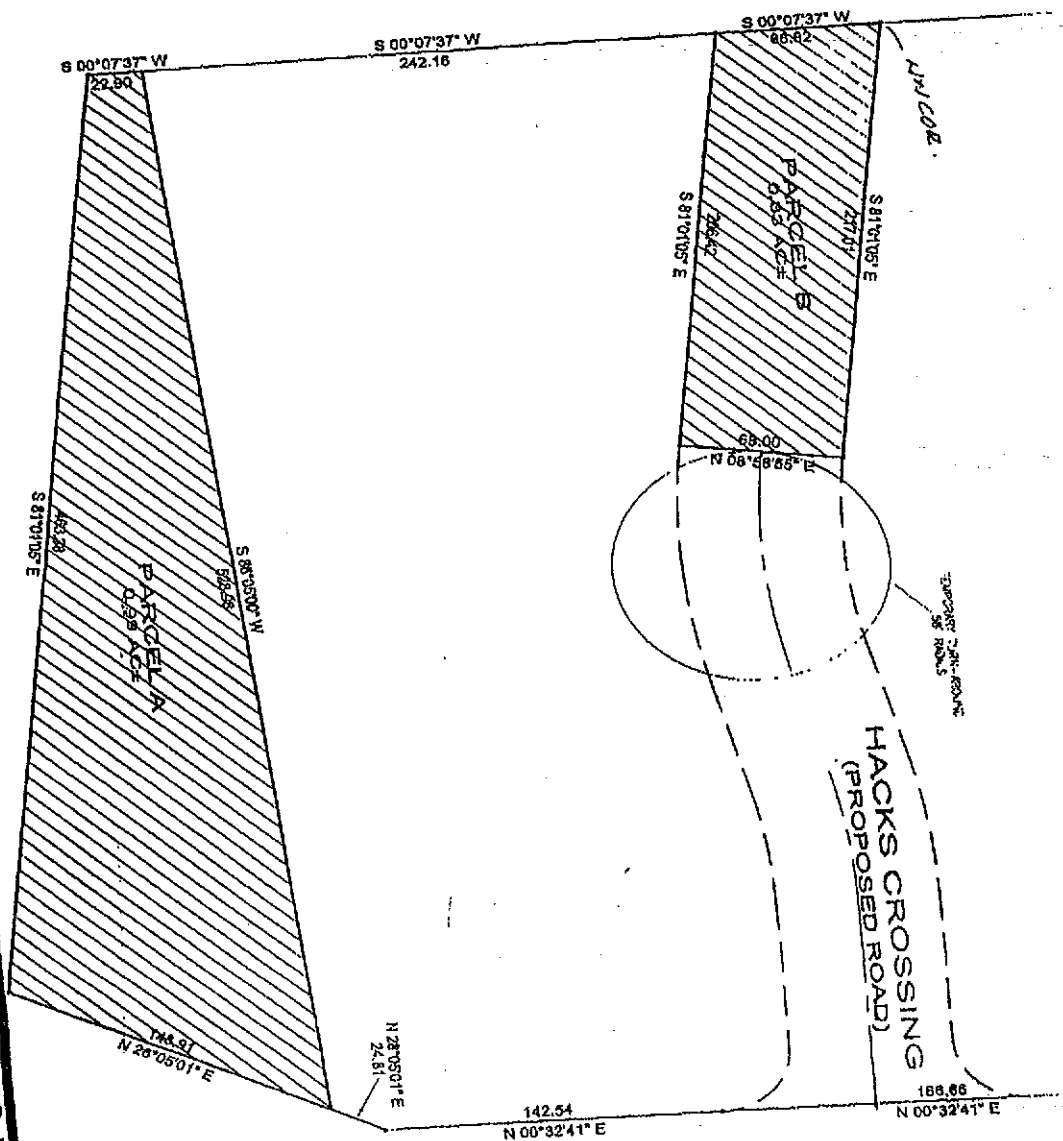
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO: Gary P. Snyder, P.O. Box 1456, Olive Branch, MS 38654,
662-895-2996.

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TRIVEST



JONES-DAVIS

CONSULTING ENG

7059 - 302
SOUTHAV
(601)349-2

EXHIBIT "1"

LEGAL DESCRIPTION OF PARCEL "B"

BEGINNING at the northeast corner of Section 11, Township 2 South, Range 6 West; thence S00°16'26" E a distance of 1582.04 feet to a point; thence S86°09'34" W a distance of 122.61 feet to a point; thence S29°02'05" W a distance of 160.36 feet to a point; thence N81°01'05" W a distance of 466.29 feet; thence N00°07'37" E a distance of 265.06 feet to a point said point being the true point of beginning; thence continuing N00°07'37" E a distance of 68.82 feet to a point; thence S81°01'05" E a distance of 217.01 feet to a point; thence S08°58'55" W a distance of 68.00 feet to a point; thence N81°01'05" W a distance of 206.42 feet to the point of beginning containing 0.33 acres more or less.

Pt NE 1/4

Beginning at the northeast corner of the Trivest Corporation tract, the northwest corner of the DeSoto County, Mississippi tract (Book 146, Page 515) in the south line of Old U.S. Highway No. 78 (100.0 feet wide), said corner being north 46 degrees 25 minutes 25 seconds east 447.38 feet from the centerline of Bethel Road as measured along the south line of Old U.S. Highway No. 78; thence south 43 degrees 37 minutes 07 seconds west along the west line of said DeSoto County tract, a distance of 149.30 feet; thence south 60 degrees 55 minutes 20 seconds west along the west line of said DeSoto County tract a distance of 247.80 feet; thence south 01 degree 20 minutes 28 seconds west along the west line of said DeSoto County tract, a distance of 190.86' to the southwest corner of said DeSoto County tract, the northwest corner of the S & H Grocery & Market, Inc., tract (Book 174, Page 36); thence south 00 degrees 10 minutes 32 seconds west along the east line of the Trivest tract a distance of 1262.89 feet to the north line of U.S. Highway No. 78 Bypass; thence north 80 degrees 47 minutes 36 seconds west along the north line of U.S. Highway No. 78 Bypass a distance of 140.73 feet (call 139.20 feet) to a found concrete monument (190.0 feet north of centerline); thence north 60 degrees 23 minutes 36 seconds west along the north line of U.S. Highway No. 78 Bypass a distance of 1200.0 feet to a found concrete monument (190.0 feet north of centerline); thence north 75 degrees 19 minutes 26 seconds west along the north line of U.S. Highway No. 78 Bypass a distance of 31.73 feet to the southwest corner of the Trivest tract; thence north 00 degrees 19 minutes 24 seconds east a distance of 240.40 feet to the southwest corner of the Roy D. Shoffner tract (Book 304, Page 598) in the centerline of ditch; thence north 73 degrees 13 minutes 53 seconds east along the centerline of ditch a distance of 67.18 feet; thence south 87 degrees 41 minutes 15 seconds east along the centerline of ditch a distance of 99.52 feet; thence north 39 degrees 06 minutes 07 seconds east along the centerline of ditch a distance of 47.76 feet to the south line of the Tommy Howell tract (Book 245, Page 467); thence south 89 degrees 40 minutes 09 seconds east along the south line of the Howell tract a distance of 321.73 feet to the southeast corner of the Howell tract; thence north 00 degrees 26 minutes 28 seconds east along the east line of the Howell tract a distance of 688.64 feet (call 687.63 feet) to the northeast corner of the Howell tract; thence north 89 degrees 15 minutes 28 seconds west along the north line of the Howell tract a distance of 159.49 feet to an interior corner of the Howell tract; thence north 00 degrees 44 minutes 32 seconds east along the east line of the Howell tract a distance of 50.0 feet to the northeast corner of the Howell tract in the north line of Section 11; thence south 89 degrees 15 minutes 28 seconds east along the north line of Section 11 and the south line of Fairhaven Baptist Church (Book 65, Page 415) a distance of 386.94 feet to the southeast corner of said Church tract; thence north 43 degrees 27 minutes 24 seconds east along the east line of said Church tract and the east line of the Willie C. Cockrell tract (Book 13, Page 83) a distance of 568.20 feet to the northeast corner of the Cockrell tract in the south of Old U.S. Highway No. 78; thence south 46 degrees 25 minutes 25 seconds east along the south line of Old U.S. Highway No. 78 a distance of 551.68 feet to the point of beginning containing 33.83 acres of land.